



2008 Aquaculture Grant Program Agreement State of Louisiana

Application must be received or postmarked no later than **August, 13 2009**.

THIS AGREEMENT, made and entered into by and between the Louisiana Department of Agriculture and Forestry, and

1. Name of Producer		2. DUNS # _____ Social Security # _____	
Primary Contact		Phone Number	Fax Number
Address		Email Address	
3. Applicable species of aquaculture: _____ Catfish _____ Baitfish _____ Turtles _____ Tilapia _____ Crawfish _____ other			
4. Parish(s) of where the aquaculture operation is located _____			
5. Are you an aquaculture producer in another state? ____ Yes ____ No If you answered yes to the above question, list all States applicable: _____			
6. Feed Information: a. Your 2008 Average price of feed <input type="text"/> \$ _____ per ton b. Your 2008 total feed tons: <input type="text"/> _____ (Total of all feed processors) <u>Feed documentation required with application</u> c. <u>The Louisiana 5 year averages per aquaculture species</u> (Data provided by the LSU AgCenter) Catfish = \$224.60/ton Turtles = \$224.60/ton Baitfish = \$224.60/ton Tilapia = \$585.00/ton Crawfish = \$399.83/ton d. The producer's average feed cost must exceed the following to be eligible: Catfish \$224.60 (x) 1.25 = \$280.75 Turtles \$224.60 (x) 1.25 = \$280.75 Baitfish \$224.60 (x) 1.25 = \$280.75 Tilapia \$585.00 (x) 1.25 = \$731.25 Crawfish \$399.83 (x) 1.25 = \$499.78		7. Payment Calculation Producers 2008 Avg Price/Ton <input type="text"/> (See # 6a.) Minus Louisiana 5 year average for <input type="text"/> Species (See # 6c.) = Payment Rate <input type="text"/> X Producers 2008 total feed tons <input type="text"/> = Amount Eligible <input type="text"/> (If the aggregate of the amount applied for by all eligible aquaculture producers exceeds the amount available, then distribution shall be made on a pro rata basis after applying payment limitation)	
8. Do you have records on file at an applicable FSA parish office that shows (Initial yes or no below the boxes that apply below): - Your Adjusted Gross Income (AGI) does not exceed \$2.5 million for 2005 – 2007 - Your compliance with the conservation compliance eligibility provisions for other FSA programs			
A) AD – 1026	B) CCC – 526 (FSA is responsible for person determinations. If a 2008 farm plan (CCC-502) is already on file with them, it will be used. If no farm plan is on file for 2008, you should contact your administrative FSA office to file a farm plan)		C) AGI exceeded \$2.5 million for 2005-2007?
Yes No	Yes No		Yes No

9. TERM OF AGREEMENT: Beginning with the 2009 calendar year through September 30, 2010

10. COMPLIANCE WITH PROGRAM: PRODUCER agrees to comply with the terms and conditions of the 2008 AGP as specified by the STATE

11. RECORDS AND AUDITS. PRODUCER agrees to maintain, for a period of 3 years after September 30, 2010 all records pertaining to the aquaculture operation during the term of this agreement. **PRODUCER** agrees to furnish such information and reports relating to this Agreement as may be requested by the **STATE**. Periodically, the **STATE** may require **PRODUCER** to forward to the **STATE** copies of any and all records that support the **PRODUCER'S** receipt of assistance under the 2008 AGP. The records required to be maintained by **PRODUCER** shall be available at all reasonable times for an audit or inspection by authorized representatives of the **STATE** or of the United States Department of Agriculture, or the Comptroller General of the United States. Failure to keep, or make available, such records will result in termination of this Agreement by **STATE** and refund to **STATE** of all benefits received, plus interest thereon, as determined by the **STATE**.

12. PRIMARY STATE CONTACT. Should any dispute or question arise concerning the implementation of this Agreement or the 2008 Aquaculture Grant Program, **PRODUCER** should contact the **STATE** official listed below.

Primary STATE contact: Dr. Carrie Castille, Deputy Assistant Commissioner	Phone: (225) 922-1251 Fax: (225) 922-1253
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13. APPLICABLE LAWS. The provisions of this Agreement are subject to all applicable laws and authorities, including section 102(d) of the Economic Recovery Act of 2009.

14. SCHEME OR DEVICE. If the **PRODUCER** is suspected by the **STATE** to have knowingly: (1) adopted any scheme or device which violates this Agreement; (2) made any fraudulent representation; (3) misrepresented any fact affecting a determination under this Agreement; or (4) otherwise violated the terms and conditions of the 2008 AGP, the **STATE** will notify the appropriate investigating agencies of the **STATE** and the United States Department of Agriculture and may terminate the agreement with a full refund of all benefits received there under, plus interest, and the producer will be subject to penalties under applicable civil and criminal laws.

15. TERMINATION OF AGREEMENT. This agreement will continue in force unless terminated in writing by **STATE** or by the mutual agreement of the parties. The **STATE** may terminate this Agreement without prior written notice when required to do so by programmatic requirements, expiration or authorizing legislation or authority, or the exhaustion of funds.

16. PRODUCER CERTIFICATIONS AND SIGNATURES. *PRODUCER hereby certifies as follows:*

- a. This agreement and all supporting documents (as required) are submitted in accordance with the 2008 AGP;*
- b. For 2009, PRODUCER is raising the applicable aquaculture species in a controlled environment, maintained such eligible species for commercial use as part of a farming operation, and have a risk in the production of such eligible species;*
- c. For 2008, PRODUCER is raising the applicable aquaculture species in a controlled environment, maintained such eligible species for commercial use as part of a farming operation, and have a risk in the production of such eligible species; and*
- d. Feed costs represented at least twenty-five percent of the total input costs for such aquaculture operation;*
- e. PRODUCER has not received and will not receive assistance under section 531 of the Federal Crop Insurance Act or section 901 of the Trade Act of 1974 for any losses in 2008 relating to the applicable aquaculture species;*
- f. Forms CCC-526 and AD-1026 are on file at the applicable Farm Service Agency county office;*
- g. I am a principal in the PRODUCER and I am fully authorized to make and sign this Agreement on behalf of the PRODUCER; and*
- h. Funds received under the 2008 AGP will be used for costs associated with aquaculture operation;*
- i. The statements made on this application and all 2008 AGP documents are true and correct;*
- j. I have read and understand all the provisions of this agreement and agree to the terms and conditions herein. I further agree that any false statements made as a part of the 2008 AGP application, or any other documents pertaining to the 2008 AGP documents, can be the subject of substantial civil and/or criminal liability and sanctions.*

Signature of Authorized Representative

Date

Title

17. SWORN to and subscribed before me this _____ day of _____, 2009

My commission expires:

Notary Public

18. STATE APPROVAL. This agreement is executed by the STATE and shall be effective on the date indicated below,

On behalf of State

Effective Date

SIGNED AGREEMENT. A signed copy of this agreement shall be sent to the following STATE contact on or before August 13, 2009. STATE official to receive agreement:

Dr. Carrie Castille
Deputy Assistant Commissioner
Louisiana Department of Agriculture and Forestry
Post Office Box 631
Baton Rouge, Louisiana 70821
Phone: (225) 922-1251
Fax: (225) 922-1253